

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

DESIREE M. ALLAIRE,
Plaintiff,

C.A. NO. 03-CV-12566-RWZ

v.

JODAN KALEMRA, a/k/a
JORDAN KALEMBA,
RYDER TRUCK RENTAL, LT.,
RTRT, INC. in its capacity as trustee
for the Ryder Truck Rental, Lt.
RYDER TRUCK RENTAL, INC.,
IRON MOUNTAIN OFF-SITE DATA, INC. f/k/a
ARCUS DATA SECURITY, INC.,
JOHN DOES 1-5,
Defendants.

**ANSWER AND JURY CLAIM OF RYDER TRUCK RENTAL, LT, RTRT, INC.
AND RYDER TRUCK RENTAL, INC.**

Now come the named Defendants, Ryder Truck Rental, LT., RTRT, Inc. and Ryder Truck Rental, Inc. and respond collectively to the Complaint as "the Defendant". This response is made without prejudice to Ryder's denial of any allegations that Ryder Truck Rental, LT. and RTRT, Inc. are legal entities that were involved in any way in the activities that give rise to this cause of action and without prejudice to those defendants moving to dismiss this action at a subsequent date.

Parties

1. The Defendant is without information sufficient to admit or deny the allegations contained in this Paragraph.
2. The Defendant is without information sufficient to admit or deny the allegations contained in this Paragraph.
3. The Defendant admits the Ryder Truck Rental, LT is a Delaware Business Trust which is authorized to do business in Massachusetts and which has an agent for service located at 84 State Street, Boston, MA.

4. The Defendant admits the allegations contained in this Paragraph.
5. The Defendant admits the allegations contained in the first sentence of this Paragraph. The Defendant denies the allegations contained in the sentence of this Paragraph to the extent "joint business venture" is a term of art with any particular meaning under applicable law.
6. The Defendant is without information sufficient to admit or deny the allegations contained in this Paragraph.
7. The Defendant is without information sufficient to admit or deny the allegations contained in this Paragraph.

Facts

8. The Defendant is without information sufficient to admit or deny the allegations contained in this Paragraph.
9. The Defendant is without information sufficient to admit or deny the allegations contained in the first sentence of this Paragraph. The Defendant denies the remaining allegations contained in this Paragraph.
10. The Defendant is without information sufficient to admit or deny the allegations contained in this Paragraph.
11. The Defendant is without information sufficient to admit or deny the allegations contained in this Paragraph.
12. The Defendant denies the allegations contained in this Paragraph.

COUNT I

13. The Defendant repeats and reavers its responses to Paragraphs 1 through 12 as if specifically set forth herein.
14. The Defendant denies it owned the van. The Defendant is without information sufficient to admit or deny the allegations contained in this Paragraph.
15. The Defendant denies the allegations contained in this Paragraph.

16. The Defendant is without information sufficient to admit or deny the allegations contained in this Paragraph.

Wherefore, the Defendant states that the Complaint should be dismissed and the Plaintiff take nothing and the Defendant be awarded its costs and attorney's fees.

COUNT II

17. The Defendant repeats and reavers its responses to Paragraphs 1 through 16 as if specifically set forth herein.

18. The Defendant is without information sufficient to admit or deny the allegations contained in this Paragraph.

19. The Defendant is without information sufficient to admit or deny the allegations contained in this Paragraph.

20. The Defendant is without information sufficient to admit or deny the allegations contained in this Paragraph.

This Count is not directed to the Defendant. To the extent it is read as seeking relief against the Defendant, the Defendant states that the Complaint should be dismissed and the Plaintiff take nothing and the Defendant be awarded its costs and attorney's fees.

COUNT III

21. The Defendant repeats and reavers its responses to Paragraphs 1 through 20 as if specifically set forth herein.

22. The Defendant is without information sufficient to admit or deny the allegations contained in this Paragraph.

23. The Defendant is without information sufficient to admit or deny the allegations contained in this Paragraph.

24. The Defendant admits that Ryder Truck Rental, Inc. had a duty to take reasonable steps to inspect and maintain the vehicle and keep it in good repair and in a manner that was safe for highway travel. The Defendant denies the allegations contained in this Paragraph to the extent they related to Ryder Truck Rental, LT. The Defendant admits that the co-defendants had a duty to take reasonable steps to inspect the vehicle and report any conditions that might give rise to the need for maintenance and repair.

25. The Defendant denies the allegations contained in this Paragraph as they relate to its conduct. The Defendant is without information sufficient to admit or deny the allegations contained in this Paragraph as they related to the conduct of other defendants.

26. The Defendant denies the allegations contained in this Paragraph as they relate to its conduct. The Defendant is without information sufficient to admit or deny the allegations contained in this Paragraph as they relate to the conduct of other defendants.

27. The Defendant denies the allegations contained in this Paragraph as they relate to its conduct. The Defendant is without information sufficient to admit or deny the allegations contained in this Paragraph as they relate to the conduct of other defendants.

Wherefore, the Defendant states that the Complaint should be dismissed and the Plaintiff take nothing and the Defendant be awarded its costs and attorney's fees.

COUNT IV

28. The Defendant repeats and reavers its responses to Paragraphs 1 through 27 as if specifically set forth herein.

29. The Defendant is without information sufficient to admit or deny the allegations contained in this Paragraph except that Ryder LT was not the owner of the vehicle.

30. The Defendant is without information sufficient to admit or deny the allegations contained in this Paragraph.

31. The Defendant denies is without information sufficient to admit or deny the allegations contained in this Paragraph.

32. The Defendant denies the allegations contained in this Paragraph as they relate to its conduct. The Defendant is without information sufficient to admit or deny the allegations contained in this Paragraph as they relate to the conduct of other defendants or the plaintiff.

This Count is not directed to the Defendant. To the extent it is read as seeking relief against the Defendant, the Defendant states that the Complaint should be dismissed and the Plaintiff take nothing and the Defendant be awarded its costs and attorney's fees.

COUNT V

33. The Defendant repeats and reavers its responses to Paragraphs 1 through 32 as if specifically set forth herein.

34. The Defendant denies that Ryder LT was the owner of the vehicle. The Defendant denies the allegations contained in the sentence of this Paragraph to the extent "joint business venture" is a term of art with any particular meaning under applicable law.

35. The Defendant denies the allegations contained in this Paragraph.

36. The Defendant denies the allegations contained in this Paragraph as they relate to its conduct. The Defendant is without information sufficient to admit or deny the allegations contained in this Paragraph as they relate to the conduct of other defendants or the plaintiff.

37. The Defendant is without information sufficient to admit or deny the allegations contained in this Paragraph.

Wherefore, the Defendant states that the Complaint should be dismissed and the Plaintiff take nothing and the Defendant be awarded its costs and attorney's fees.

AFFIRMATIVE DEFENSES

First Affirmative Defense

And answering further, the Defendant states that the Complaint fails to state a claim upon which relief can be granted and should be dismissed.

Second Affirmative Defense

And answering further, the Defendant states that the Plaintiff's injuries were caused by the acts or omissions of persons for whose conduct the Defendant were not responsible.

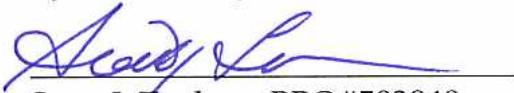
Third Affirmative Defense

And answering further, the Defendant states that the Plaintiff's recovery is reduced by the extent of the benefits received by the Plaintiff under any No Fault Benefits program.

JURY CLAIM

The Defendants, Ryder Truck Rental, LT., RTRT, Inc. and Ryder Truck Rental, Inc., demand a trial by jury as to all allegations set forth in the Complaint, this Answer and any further responsive pleadings.

The Defendants,
Ryder Truck Rental, LT.,
RTRT, Inc., and
Ryder Truck Rental, Inc.,
By its Attorneys,



Scott J. Tucker - BBO#503940
Tucker, Heifetz & Saltzman, LLP
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CERTIFICATE OF SERVICE

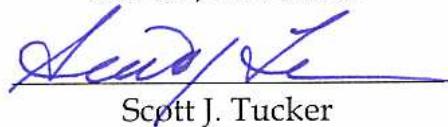
I, Scott J. Tucker, hereby certify that on March 5, 2004 I have served a copy of:

ANSWER AND JURY CLAIM OF RYDER TRUCK RENTAL, LT, RTRT, INC.
AND RYDER TRUCK RENTAL, INC.

by mailing a copy of same, by first class mail, postage prepaid, to the following
counsel of record:

Scott DeMello, Esquire
DeMello & Clark
109 Oak Street
Newton, MA 02464

Mark B. Lavoie, Esquire
McDonough, Hacking & Lavoie
6 Beacon Street
Boston, MA 02108



Scott J. Tucker